

Town of Dedham
RELEASE FROM LIABILITY and INDEMNITY AGREEMENT
Including
Parental Permission Form

Participant's Name: _____

Street: _____

City: _____ **State:** _____ **Zip:** _____ **Phone:** _____

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS.
YOU MUST READ AND THOROUGHLY UNDERSTAND IT BEFORE YOU SIGN IT.
THIS FORM MUST BE PRESENTED IN PERSON BY A PARENT/GUARDIAN.

STATEMENT OF RISKS: There are significant elements of risk in any sport, or activity associated with watersports the outdoors, and activities incidental thereto (referred to herein as "the Activity"). Although we have taken reasonable steps to provide you (and/or your child if applicable) with appropriate equipment, **the Activity is not without risk.** Certain risks cannot be eliminated without destroying the unique character of the Activity. The same elements that contribute to the unique character of the Activity can be causes of loss or damage to equipment, cause accidental injury, illness, or in extreme cases, permanent trauma or death. We do not want to frighten you or reduce your enthusiasm for the Activity. We do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

ACKNOWLEDGEMENT OF RISKS: I acknowledge that the following describes some, but not all, of the risks of participating in the Activity: 1) Changing water flow, currents, wave action and boat wakes; 2) Collision with any of the following: other participants, the interior of the watercraft in which I am riding or any other portion of said craft, other watercraft, and man-made or natural objects; 3) Inclement weather, lightning, variances and extremes of wind, weather and temperature; 4) Collision or capsizing, or other hazard which results in wetness, injury, exposure to the elements, hypothermia, or drowning; 5) Getting in or out of the craft; 6) Equipment failure or operator error; 7) Heat- or sun-related injuries or illnesses including sunburn, sunstroke or dehydration; 8) Fatigue, chill, and dizziness, which may diminish my reaction time and increase the risk of an accident.

I am aware that the Activity entails risks of injury or death. I understand the description of these risks is not complete and that unknown or unanticipated risks may result in injury, illness, or death as a result of participation in the Activity.

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: I acknowledge that participation in the Activity is voluntary and may expose me or my property to known and unknown risks resulting from undertaking the Activity. I hereby knowingly and freely assume full responsibility for risks, both known and unknown, of bodily injury, death or property damage as a result of participation in the Activity and/or use of the rented equipment, regardless of whether the injury, death or property damage is caused, in whole or in part, by the negligence of the Town of Dedham, Dedham Park and Recreation and its departments, officers, employees, agents, commissions and all Program or Activity volunteers or chaperones and any or all of their officers, directors, agents and employees.

I verify that I (or my child if applicable) am physically fit and sufficiently capable to participate in the Activity. I assume full responsibility for any bodily injury, accident, illness, death, loss of personal property and expenses related thereto as a result of any accident which may occur while I (or my child if applicable) participate in the Activity. I assume the risks of personal injury, accidents and/or illness, including but not limited to sprains, torn muscles and/or ligaments, fractured

or broken bones, eye damage, cuts, wounds, scrapes, abrasions, contusions, dehydration, drowning, oxygen shortage (anoxia), exposure, head, neck, and spinal injuries, bite or attack by an animal or insect, allergic reaction, shock, paralysis or death.

I agree that I will refrain from using alcohol or drugs prior to and during participation in the Activity. I agree that I will wear a Coast-Guard-approved personal flotation device (PFD or life jacket) during the entire time that I participate in the Activity.

RELEASE & WAIVER OF LIABILITY; I, the undersigned, for myself, my heirs, representatives, assigns, and next of kin, in consideration of the rental of equipment to me, do fully and forever release, covenant not to sue, waive, and discharge the Town of Dedham, Dedham Park and Recreation and its departments, officers, employees, agents, commissions and all Program or Activity volunteers or chaperones and any or all of their officers, directors, agents and employees ("the releasees") from all liability to the undersigned, his/her personal representatives, assigns, heirs, and next of kin for death, personal injury, or property damage and from any and all claims, demands, suits, loss, and causes of action asserting or on account of death, personal injury, or property damage suffered by me (or my child if applicable) or any person or property as a result of or arising out of my participation in the Activity, whether or not caused in whole or in part by the negligence of the releasees or otherwise.

I also promise to indemnify, reimburse, defend, and hold harmless the releasees against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, including claims for damages, costs and attorney's fees, arising from personal injuries to myself, property damage or death resulting from participation in the Activity

I agree that any and all disputes between myself and the releasees arising from my participation in the Activity and/ or use of this equipment, and including any claims for personal injury and/or death will be governed by the laws of the Commonwealth of Massachusetts and exclusive jurisdiction thereof will be in the state court residing in the county where the alleged tort occurred or the federal courts of the Commonwealth of Massachusetts.

I, the undersigned, acknowledge that **I have read and understood the terms of the rental and release agreement** and voluntarily and freely agree to its terms. I agree that no oral statements, representations, or inducements, apart from the language of the above agreement, have been made. **I take full responsibility for any minors under the age of 18.**

Participant's Name: _____ Age: _____ Date: ____/____/_____

FOR PARENTS/GUARDIANS OR PARTICIPANT(S) OF MINOR AGE (under age 18):

This is to certify that I, the undersigned, as parent/guardian with legal responsibility for the minor participant(s) named below, do hereby grant my permission for my minor child to participate in the Activity and consent and agree to his/her release, as provided above, of the releasees, and that I, for myself, my heirs, representatives, assigns, and next of kin, **do release and agree to indemnify and hold harmless the releasees from any and all liability** as a result of or arising out of my minor's child's participation in the Activity, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law.

Minor Participant's Name: _____ Age: _____

Minor Participant's Name: _____ Age: _____

Minor Participant's Name: _____ Age: _____

Parent/Guardian's Signature: _____ Date: ____/____/_____